

BEFORE THE DEPARTMENT OF PUBLIC WORKS
OF THE STATE OF CALIFORNIA
DIVISION OF WATER RESOURCES
STATE ENGINEER

IN THE MATTER OF THE DETERMINATION OF THE)	
RIGHTS OF THE VARIOUS CLAIMANTS TO THE)	
WATERS OF SHACKLEFORD CREEK AND ITS TRIBU-)	AGREEMENT FOR TRIAL
TARIES IN SISKIYOU COUNTY, CALIFORNIA)	DISTRIBUTION DURING
	1945 SEASON

WHEREAS, the above entitled proceeding is pending before the Division of Water Resources of the Department of Public Works of the State of California, in which the rights in and to the waters, and in and to the use thereof, from Shackleford Creek and its tributaries, of all the parties hereunto subscribed are involved; and

WHEREAS, said Division has completed its investigation of the stream system, conduits diverting therefrom, lands irrigated and irrigable therefrom, etc., and has reduced its observations, data, information and measurements to writing, and has prepared maps from its surveys and observations, all in accordance with the provisions of the Water Code; and

WHEREAS, proofs of claim of water right have been filed with said Division by all claimants of rights in and to the waters of said stream system; and

WHEREAS, it appears from data collected by said Division that it may be possible to work out an allocation of the waters of said stream system among the parties hereto that will be acceptable to all of said parties and afford a basis for settlement of the water rights involved in said proceeding; and

WHEREAS, the parties hereto desire that diversions from said stream system be administered by said Division during the 1945 season as a demonstration of the claims of the various parties, and in order to afford said Division an opportunity to attempt to develop by trial an allocation of the waters of said stream system among the parties hereto that may be acceptable to said parties as a basis for settlement of the water rights involved in said proceeding;

NOW THEREFORE IT IS HEREBY AGREED by and between each and every party hereunto subscribed and among all of said parties, that said Division of Water Resources may undertake to distribute the waters of said Shackleford Creek and its tributaries among the various parties hereunto subscribed as hereinafter set forth, it being understood and agreed that the following plan of distribution and apportionment of water shall be for the period extending from the date hereof to October 1, 1945 only, and subject to such provisions as are hereinafter contained, to wit:

1. Distribution of water on said stream system under this agreement shall be based upon the following:

(a) Proofs of claim of water right filed with said Division in the above entitled proceeding; and/or

(b) Observations, data, information, measurements and maps made, collected or prepared by said Division in the above entitled proceeding.

2. Said Division shall have power and authority to deviate from any plan of distribution which it may administer if in its opinion, any changes are necessary or convenient in order to expedite the accomplishment of the purposes of this agreement.

3. Nothing herein contained shall be, or shall be construed as, an admission by any party that his legal rights or the rights of any other party are as herein provided; and the distribution of water in accordance with this agreement shall not in any manner prejudice the rights which are now claimed or may hereafter be asserted by any of the parties hereto.

4. Said Division may appoint a watermaster to distribute the waters of Shackleford Creek and its tributaries, as herein provided for, during the period from the date hereof to October 1, 1945, and said watermaster shall have power and authority to inspect and regulate the diversions of all the parties hereto in accordance with this agreement, and in the exercise of such authority may enter upon the lands of said parties for the

purpose of such inspection and regulation, and may establish and maintain such gaging stations and measuring devices in said stream system and diversion conduits as may be necessary or convenient.

5. It is further agreed that in order to meet the costs of such distribution by the watermaster during the 1945 season, the parties hereto will pay to the Division of Water Resources on or before July 15, 1945, the amount of \$263.47, which amount shall be apportioned among the various parties hereto in accordance with the assessments set forth in Schedule A hereunto annexed and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 26th day of June, 1945.

<u>R. P. EASTLICK</u>	<u>FORT JONES</u>
<u>JOHN H. HEIDE</u>	<u>FORT JONES</u>
<u>C. J. MULLOY</u>	<u>FORT JONES, CAL.</u>
<u>ESTATE OF ABBIE C. ALBEE, RALPH ALBEE</u>	<u>EXECUTOR, WEED, CALIF.</u>
<u>DOUGLAS EASTLICK</u>	<u>FORT JONES</u>
<u>LILLIAN B. MILLER</u>	<u>FORT JONES</u>
<u>L. DENNIS MULLOY</u>	<u>FORT JONES</u>
<u>JULIO PEREIRA</u>	<u>FORT JONES</u>
<u>JACOB DANGLE</u>	<u>FORT JONES</u>
<u>F. L. LATHROP</u>	<u>FORT JONES</u>
<u>O. D. JORDON AND O. R. JORDON</u>	
<u>By O. D. JORDON</u>	<u>FORT JONES</u>
<u>W. A. HICKS</u>	<u>FORT JONES</u>
<u>ARTHUR L. SODERQUIST</u>	<u>FORT JONES</u>
<u>ROBERT A. ENGLISH</u>	<u>FORT JONES</u>
<u>JOSEPH RIVALLIER</u>	<u>FORT JONES</u>
<u>LENA BUTLER SILVA</u>	<u>FORT JONES, CALIF.</u>
<u>ROBERT P. DAVIS</u>	<u>FORT JONES, CAL.</u>
<u>By M. L. Prather</u>	

EDWARD BURTON

FORT JONES, CAL.

BURNELL M. BURTON

FORT JONES, CALIF.

FRANCES B. VANARSDALL

FORT JONES, CALIF.

SCHEDULE A

APPORTIONMENT OF COST OF TRIAL DISTRIBUTION ON
SHACKLEFORD CREEK AND TRIBUTARIES DURING THE 1945 SEASON

Name of Owner	Acreage Irrigated	Portion of Expense
Estate of Abbie C. Albee	350.5	\$ 35.05
B. M. Burton	91.8	9.18
Edward Burton and Frances Vanarsdell	143.5	14.35
C. B. Camblin	140.8	14.08
J. A. Cason and Roy J. Helm	24.7	2.47
Henry F. Chester	29.9	2.99
Robert L. Couch and Gracia L. Couch	22.0	2.20
Jacob Dangle	109.1	10.91
Robert P. Davis	200.4	20.04
Douglas Eastlick	158.7	15.87
Ralph P. Eastlick	141.3	14.13
Robert A. English	20.6	2.06
William Hicks	3.0	.30
Ralph M. Hobart and Harvey L. Hobart	133.8	13.38
O. R. Jordon and O. D. Jordon	40.0	4.00
F. L. Lathrop	130.7	13.07
Leroy B. Miller	22.5	2.25
Cornelius J. Mulloy and L. Dennis Mulloy	191.1	19.11
Julio Pereira	52.1	5.21
Joseph Rivallier	213.0	21.30
Lena Silva	49.6	4.96
Arthur Soderquist	10.8	1.08
United States Indian Service	354.8	35.48
Total -	2,634.7	\$263.47